

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 06/14/12

Action Requested By:
Engineering

Agenda Item Type
Resolution

Subject Matter:

Modification No. 1 to Agreement with Brasfield & Gorrie, L.L.C.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to modify the agreement with Brasfield & Gorrie, L.L.C. for Project Management Services for Redstone Gateway, Phase 1A, Project No. 65-10-SP21, as adopted by Resolution No. 10-885 of October 28, 2010, by Modification No. 1

10-885

Note: If amendment, please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

This modification is for a continuation of construction project management services on a new scope of work for the Redstone Gateway Project. New roads, landscaping, ponds, and signs were added to the scope in conformance with the City's responsibilities under the Master Development agreement. The modification also includes a credit for project management expenses for a portion of the project that is being delayed for a total modification amount of \$666,949.00. Account No. 05-6500-0811-4006

Associated Cost:

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: Sh. Ad

Date: 5/17/12

revised 3/12/2012

5-17-12

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: **Engineering**

Council Meeting Date: 06/14/12

Department Contact: **Lynn Majors**

Phone # **256-427-5201**

Contract or Agreement: **Modification No. 1**

Document Name: **Brasfield & Gorrie-Redstone Gateway-Project No. 65-10-SP21**

City Obligation Amount: **\$666,949.00**

Total Project Budget: **\$2,339,092.00**

Uncommitted Account Balance: **0**

Account Number: **05-6500-0511-4006**

Procurement Agreements


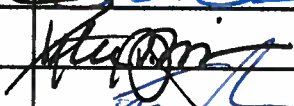

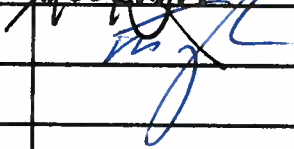
Not Applicable

Not Applicable

Grant-Funded Agreements

**Not
Applicable**

Grant Name:

Department	Signature	Date
1) Originating		<u>5/12/12</u>
2) Legal		<u>5-22-12</u>
3) Finance 		<u>5/22</u>
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 12-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama to enter into Modification No. 1 to the Agreement with Brasfield & Gorrie, L.L.C., adopted and approved on the 28th day of October, 2010, by the City Council of the City of Huntsville, Alabama by Resolution No. 10-885, as attached hereto.

BE IT FURTHER RESOLVED that the total contract amount be and hereby is modified from ONE MILLION SIX HUNDRED SEVENTY-TWO THOUSAND ONE HUNDRED FORTY-THREE AND NO/100 DOLLARS (\$1,672,143.00) to TWO MILLION THREE HUNDRED THIRTY-NINE THOUSAND NINETY-TWO AND NO/100 DOLLARS (\$2,339,092.00), including this Modification No. 1, an increase of SIX HUNDRED SIXTY-SIX THOUSAND NINE HUNDRED FORTY-NINE AND NO/100 DOLLARS (\$666,949.00). Agreement is substantially in words and figures similar to that document attached hereto and identified as "Modification No. 1 to Agreement between City of Huntsville and Brasfield & Gorrie, L.L.C. for Project Management Services for Redstone Gateway, Phase 1A, Project No. 65-10-SP21, as adopted by Resolution No. 10-885 of October 28, 2010" consisting of a total of four (4) pages plus thirty-one (31) additional pages consisting of Attachment "A", "E-Verify Clause", and "Contractor's Affidavit and Memorandum of Understanding (MOU)" and the date of June 14, 2012 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 14th day of June, 2012.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 14th day of June, 2012.

Mayor of the City of Huntsville,
Alabama

STATE OF ALABAMA)
COUNTY OF MADISON)

Modification No. 1 to Agreement between
the City of Huntsville and Brasfield &
Gorrie, L.L.C. for Project Management
Services for Redstone Gateway, Phase 1A,
Project No. 65-10-SP21, as adopted by
Resolution No. 10-885 of October 28, 2010

THIS MODIFICATION TO AN AGREEMENT entered in on the 28th day of October, 2010, is hereby amended by Modification No. 1 dated June 14, 2012, by and between the CITY OF HUNTSVILLE, ALABAMA, a municipal corporation in the State of Alabama (Owner) and BRASFIELD & GORRIE, L.L.C., (PROJECT MANAGER).

WITNESSETH

WHEREAS, the firm identified as the PROJECT MANAGER to the Agreement dated October 28, 2010, has proposed a change, identified as Attachment "A" to the Original Agreement. This modification delineates a continuation of construction project management services on a new scope of work for the Redstone Gateway project.

WHEREAS, the Owner desires that the project management services be altered to be consistent with Attachment "A" hereto.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the Owner and the PROJECT MANAGER agree to the following modifications to the agreement:

1. Brasfield & Gorrie, L.L.C. will provide for continuation of construction project management services on a new scope of work for the Redstone Gateway project at the lump sum amount of SIX HUNDRED SIXTY-SIX THOUSAND NINE HUNDRED FORTY-NINE AND NO/100 DOLLARS (\$666,949.00).
2. Item #1 shall be performed in accordance with the original agreement dated October 28, 2010, and approved by the City Council by Resolution No. 10-885, and as described in the letter from Bill Steed to Shane Davis, dated May 16, 2012, shown as Attachment "A".

President of the City Council of the City of
Huntsville, AL

Date: June 14, 2012

3. The terms of this contract modification and the execution thereof is not in any way to be viewed as a waiver on the part of the Owner of any of its rights pursuant to the Contract as modified previously.
4. All other terms and conditions remain unchanged, except time for project manager services expires on February 23, 2013.

IN WITNESS WHEREOF, the parties have entered their hands and seals and attest to the same with the signature of the Mayor being the official act of the said municipality in accordance with his duly constituted authority.

THE CITY OF HUNTSVILLE, ALABAMA,
a municipal corporation

By: _____
Tommy Battle
Its Mayor

ATTEST:

Charles E. Hagood
City Clerk-Treasurer

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Tommy Battle and Charles E. Hagood, whose names as Mayor and City Clerk-Treasurer of the City of Huntsville, a municipal corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, in their capacity as such officers, executed the same with full authority for and as the act of said corporation on the day the same bears day.

GIVEN under my hand and official seal this the ____ day of _____ 2012.

Notary Public
My Commission Expires: _____

PROJECT MANAGER: BRASFIELD &
GORRIE, L.L.C.

By: Clifford F. Clegg III

ATTEST:

Rant M. King

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Clifford F. Clegg, III, as Regional Vice President, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in his capacity as such officer, executed the same with full authority for and as the act of said Corporation on the day the same bears day.

GIVEN under my hand and official seal this the 21st day of May 2012.

James Smith
Notary Public

My Commission Expires: 10.25.2015

ATTACHMENT "A"



May 16, 2012

Mr. Shane Davis
City of Huntsville
320 Fountain Circle
Huntsville, AL 35801

Re: Redstone Gateway Phase 1
Project Management Services

Dear Shane:

Please find attached our proposal for Project Manager Services for Package F, Package H, and Package I to be performed as a separate contract or incorporated into our existing contract as an additive change order in the amount of \$666,949. Please note the total cost of \$666,949 includes \$50,000 for extending Johnson & Associates T&M contract time on the original contract thru May 2012.

The same terms and conditions of our original contract will apply, however as we discussed this change order request includes a credit for the Pre-Construction Services and Construction Administration for Package C. It should also be noted that the time for our services for Package F, Package H, and Package I will expire February 28, 2013.

Lastly once the Pre-Construction Services for Package I are complete we will reduce the frequency of the Owner/Engineer/PM meeting to every other week to be held on the same day as the Contractor Progress Meetings. We will continue to have Contractor Progress meetings every other week until all Contractors are substantially complete.

Please call me if you have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bill Steed".

Bill Steed
Division Manager

Enclosures

cc: Greg Hall/COPT

ST. VINCENT FOR CONTRA VIOLENCE	
PM Services	W\$ 5,000
NTF's Sub Grantman Rambarde	2,500.00
NTF's Microfinance Rambarde	6,300
Service Truck Pumping @ Visitor Center	2,500
Johnson & Associates (new construction) Jan-May 2012	50,000
	5
	666,500



5125A Research Drive
Huntsville, AL 35805

TEL 256.534.5512
FAX 256.534.5544

www.GarverUSA.com

March 23, 2012

Mr. Matt Kelley, LEED AP
Brasfield and Gorrie, LLC
3021 7th Avenue South
Birmingham, AL 35233-2939

Re: Professional Surveying Services for Redstone Gateway -Phase I Package 1F and Phase I Lake, Huntsville, AL.

Dear Mr. Kelley:

With this letter contract, we **Garver, LLC** are pleased to propose our services to you **Brasfield and Gorrie, LLC** related to the Redstone Gateway Project located adjacent to Gate 9 of Redstone Arsenal in Madison County, Alabama. In general the scope of this project will include providing professional surveying services including establishment and/or verification of survey layout control points, building pad elevation determinations and certifications, pre-construction surveys, borrow pit cross-sections, and final as-built surveys and quantity measurements in support of Brasfield and Gorrie, LLC and the City of Huntsville Engineering and inspection staff. This letter describes our proposed scope of services, performance schedule, and payment terms for the surveys of this project.

Scope of Services

It is our understanding that we will be required to provide at least one survey crew during the construction period. Additional crews and staff including technicians and surveyors may also be provided as needed to compute quantities, prepare cross section drawings and attend progress meetings. More specifically, we propose to accomplish the following:

Items to include in Price A:

- Layout phase limits and close loop.
- Layout clearing limits for all phases.
- Layout new security fence and final check after construction.
- Establish project control points and benchmarks with protection
- Certify building pads for elevation and layout building corners.
- Final as-built surveys as required by the City of Huntsville
- Travel, Administrative, and Overhead Expenses
- Provide a survey crew for Phase I lake survey.

Items to include in Price B:

- 1 survey crew 10 hours a week for 48 weeks for on-call surveying services as requested by client.
- Travel, Administrative, and Overhead Expenses.

The Owner will provide and/or accomplish the following:

- Right of entry to the project area.
- Previous available surveys, reports, etc., if any exist.
- Project horizontal and vertical control points established for Project.
- Digital and paper copies of project construction plans

Fee Description

1. Price A	-	\$68,914
2. Price B	-	\$69,600

Payment Terms

Our proposed fee for the above described services would be based upon time and materials required to accomplish the work and in accordance with our current hourly rate schedule (attached). Based upon the above stated scope of work and the project information made available to us thus far we estimate the cost for these services would not exceed **\$138,514**. Our fee may be more or less than this amount due to circumstances beyond our control including but not limited to unexpected revisions to the construction plans, errors in construction work, destruction of survey control points by others and additional services that may be requested by Brasfield and Gorrie or the City of Huntsville.

Mileage charged to the project for any required travel to or from any location more than 50 miles from the project will be billed at the current approved Federal Mileage Rate.

Other reimbursable expenses including reproduction, printing and courier service will be billed at our cost.

Payment by Brasfield and Gorrie, LLC to Garver, LLC will be made on a monthly basis, based upon statements submitted by Garver indicating specific staff utilized, hours and tasks accomplished. Payments not received within 30 days of invoice date will be subject to a one percent monthly simple interest charge.

Additional Services (Extra Work)

Upon written authorization from Brasfield and Gorrie, LLC, Garver, LLC may perform additional services not included in the above detailed scope of work. Brasfield and Gorrie will pay Garver for additional time spent on the project, at the rates shown in Appendix B for each classification of Garver's personnel. Time spent on Inspection and Engineering during Construction, will also be provided at the hourly rates shown in Appendix B for each classification of Garver's personnel plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. Hourly rates are valid through December 31, 2011 and are subject to increase in January 2012.

For clarification, our proposed scope of services **does not** include the following:

1. Wetlands identification or mitigation design or other work related to environmentally or historically (culturally) significant items.
2. Civil Engineering services

3. Geotechnical Engineering or subsurface investigation.

The rates shown in the attached rate schedule are subject to change.

Limitation of Liability

In recognition of the relative risks and benefits of the project to both Garver, LLC and Brasfield and Gorrie, LLC the risks have been allocated such that Brasfield and Gorrie agrees, to the fullest extent permitted by law, to limit the liability of Garver and his or her sub-consultants to Brasfield and Gorrie and to all construction contractors and sub-contractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims for expenses from any cause or causes, so that the total aggregate liability of Garver and his or her sub-consultants to all those named shall not exceed Garver's total fee for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, and breach of contractor warranty.

Schedule

We understand the anticipated construction period will be approximately 11 months. We are prepared to begin work immediately upon written notice to proceed.

Please indicate your acceptance of this proposed contract and authorization to proceed by signing in the space provided below. Please return one signed original of this contract to us for our records. We appreciate the opportunity to provide our services to you.

Sincerely,
Garver, LLC


Jerry D. McCarley, PLS
Sr. Project Manager
Regional Office Administrator

Accepted by: Brasfield and Gorrie, Inc
By:

Signature: 

Title: 

Date: 

Enclosures:

1. Garver, LLC Hourly Rate Schedule (Appendix B)

* Surveying

APPENDIX B

Garver, LLC Hourly Rate Schedule

Classification	Rates
Engineers	
E-6	\$195.00
E-5	\$160.00
E-4	\$128.00
E-3	\$112.00
E-2	\$101.00
E-1	\$ 82.00
Architect / Landscape Architect	
A-4	
A-3	\$130.00
Planners	\$116.00
P-2	
P-1	\$120.00
Designers	\$100.00
D-2	
D-1	\$ 98.00
Technicians	\$ 75.00
T-2	
T-1	\$ 79.00
Surveyors	\$ 69.00
S-5	
S-4	\$101.00
S-3	\$ 81.00
S-2	\$ 61.00
S-1	\$ 47.00
2-Man Crew (Survey)	\$ 37.00
3-Man Crew (Survey)	\$145.00
2-Man Crew (GPS Survey)	\$180.00
3-Man Crew (GPS Survey)	\$162.00
Construction Observation	\$195.00
C-3	
C-2	\$137.00
C-1	\$ 98.00
Administration	\$ 75.00
X-3	
X-2	\$ 75.00
X-1	\$ 56.00
	\$ 43.00

Note: Rates shown are valid through the end of this contract



5125A Research Drive
Huntsville, AL 35805

TEL 256.534.5512
FAX 256.534.5544

www.GarverUSA.com

May 14, 2012

Mr. Matt Kelley, LEED AP
Brasfield and Gorrie, LLC
3021 7th Avenue South
Birmingham, AL 35233-2939

Re: Construction Observation Services for Redstone Gateway – Phase 1, Huntsville, Al.

Dear Mr. Kelley:

With this letter contract, we (**Garver, LLC**) are pleased to propose our services to you (**Brasfield and Gorrie, LLC**) related to the Redstone Gateway Project located adjacent to Gate 9 of Redstone Arsenal in Madison County, Alabama. In general the scope of this project will include providing part time construction observation services approximately 24 hours per week for a project duration of 9 months in support of Brasfield and Gorrie, LLC and the City of Huntsville. This letter describes our proposed scope of services, performance schedule, and payment terms for our services rendered on this project.

CONSTRUCTION OBSERVATION SUBCONTRACTING SERVICES

SCOPE OF SERVICES

Project Description:

Anticipated Completion Date:

Package 1E- Rideout Road improvements.

July 2012.

Package 1F – Roadway, storm, sewer, water,
power, communication, street lighting and landscaping .

December 2012.

Package H – Monumental Architectural Signage.

August 2012.

Complete inspection for Package I –
Demo substation/Expand Lake.

December 2012.

Garver, LLC, acting on behalf of Brasfield and Gorrie, will inspect and provide a letter of certification similar to the attached Exhibit ("A") on all infrastructure work within the City Right of Way. For clarification this certification will only be provided on infrastructure that the City of Huntsville will be accepting into their maintenance program.

Garver (Herein referred to as CONSTRUCTION ADMINISTRATOR) will provide construction observers for the above referenced project to perform the following scope of services in support of the City of Huntsville's (OWNER) construction of Improvements to the Redstone Arsenal Gateway Project as specified in selected paragraphs of **ARTICLE 3 – CONSTRUCTION ADMINISTRATION SERVICES** for the City of Huntsville's standard agreement and identified below.

1. The CONSTRUCTION ADMINISTRATOR shall represent the OWNER during construction. The CONSTRUCTION ADMINISTRATOR shall act on the behalf of the OWNER only to a certain extent provided and described by the scope of services. The CONSTRUCTION ADMINISTRATOR shall work with the DESIGN ENGINEER of RECORD (LBYD) during the performance of the PROJECT. The CONSTRUCTION ADMINISTRATOR will consult and advise with the OWNER on construction observation matters and shall assist the DESIGN ENGINEER with providing OWNER representation when dealing with the construction contractor.
2. The CONSTRUCTION ADMINISTRATOR shall attend construction meetings, assist in preparing monthly progress reports, review invoices, review change orders, attend and keep minutes of meetings with contractors, provide site inspection to the extent necessary to ensure construction is in conformance with the design drawings, approved shop drawings, approved change orders and assist in resolving contractor's questions concerning interpretation of the construction documents, assist in acting as OWNER's representative in disputes and on claims.
3. The CONSTRUCTION ADMINISTRATOR will provide part-time Resident Project Representative (RPR) and part-time senior Resident Project Representative in order to observe the progress and quality of various aspects of the contractor's work and to determine, in general, if such work is proceeding in accordance with the Construction Documents. The part time RPR will work under the direction of the DESIGN ENGINEER for purposes of construction inspections and progress observations. The RPR's effort will be directed toward providing a greater degree of confidence for the OWNER that the completed work of Contractor(s) will be free from defects and will conform to the Contract Documents. However, the RPR shall not be responsible for the failure of Contractor(s) to perform the work in accordance with construction contract.
4. The CONSTRUCTION ADMINISTRATOR shall assist the DESIGN ENGINEER in determining amounts owed to the contractor based upon examinations of the work, evaluations of the contractor's rate of progress in light of the remaining contract time and upon evaluations of the Contractor's Request for Payment, and assist in approval, modification or denial of the request for payment and report to the OWNER within ten (10) days of receipt of the request from the contractor.
5. The DESIGN ENGINEER shall be the initial interpreter of the requirements of the construction documents and judge the performance and/or remedies implemented by the contractor. The CONSTRUCTION ADMINISTRATOR shall assist the DESIGN ENGINEER in acting as the OWNER's adviser on claims. The CONSTRUCTION ADMINISTRATOR will assist the DESIGN ENGINEER in rendering written and graphic interpretations and decisions

necessary for the proper execution or progress of the WORK with reasonable promptness on request of the contractor.

6. The CONSTRUCTION ADMINISTRATOR will assist the DESIGN ENGINEER is providing documentation in the rejection of work that does not conform to the contract documents unless directed by the OWNER in writing not to do so. Whenever, in the DESIGN ENGINEER's and/or CONSTRUCTION ADMINISTRATOR'S opinion, it is necessary and advisable, the DESIGN ENGINEER shall require special examination or testing of the work in accordance with the provisions of the construction contract whether or not such work is fabricated, installed or completed.
7. The CONSTRUCTION ADMINISTRATOR shall receive a copy of all project correspondence from OWNER, DESIGN ENGINEER and contractor including copies of approved shop drawings, change orders, RFI's, etc.. Correspondence from the CONSTRUCTION ADMINISTRATOR will be supplied to the OWNER and DESIGN ENGINEER.
8. The CONSTRUCTION ADMINISTRATOR will assist the DESIGN ENGINEER in the prompt review, administration, management and advisement to the OWNER concerning proposals, and request for change orders from the contractor. The DESIGN ENGINEER shall prepare change orders for the OWNER's approval and execution in accordance with the construction contract. The CONSTRUCTION ADMINISTRATOR will assist the DESIGN ENGINEER in providing supporting data as necessary in connection with minor changes, change order request and change orders.
9. The CONSTRUCTION ADMINISTRATOR shall assist the DESIGN ENGINEER in promptly notifying the OWNER in writing of any information it obtains pertaining to any claim, alleged claim, or similar claims, involving any PROJECT contractor, supplier, subcontractor, or consultant, whether or not such claims or alleged claims arise from or relate to the PROJECT.
10. The CONSTRUCTION ADMINISTRATOR shall at all times have access to the work wherever it is located. The CONSTRUCTION ADMINISTRATOR shall not have control or charge of construction means, methods, techniques, sequences, or procedures, or safety precautions or programs in connection with the work. Furthermore, the CONSTRUCTION ADMINISTRATOR is expressly relieved from any liability related therein, to or resulting from actions taken by THE CONTRACTOR.

Payment Terms

Our proposed fee for the above described services would be based upon time and materials required to accomplish the work and in accordance with our current hourly rate schedule (attached). Based upon the above stated scope of work and the project information made available to us thus far we estimate the cost for these services would not exceed \$100,000.00. Our fee may be more or less than this amount due to circumstances beyond our control including but not limited to unexpected revisions to the construction plans, errors in construction work and additional services that may be requested by Brasfield and Gorrie or the City of Huntsville.

Mileage charged to the project for any required travel to or from any location more than 50 miles from the project will be billed at the current approved Federal Mileage Rate. Other reimbursable expenses including reproduction, printing and courier service will be billed at our cost and may be in addition to the above stated estimated maximum fee.

Payment by Brasfield and Gorrie, LLC to Garver, LLC will be made on a monthly basis, based upon statements submitted by Garver indicating specific staff utilized, hours and tasks accomplished. Payments not received within 30 days of invoice date will be subject to a one percent monthly simple interest charge

Additional Services (Extra Work)

Upon written authorization from Brasfield and Gorrie, LLC, Garver, LLC may perform additional services not included in the above detailed scope of work. Brasfield and Gorrie will pay Garver for additional time spent on the project, at the rates shown in Appendix B for each classification of Garver's personnel.

The rates shown in the attached rate schedule are subject to change.

Limitation of Liability

In recognition of the relative risks and benefits of the project to both Garver, LLC and Brasfield and Gorrie, LLC the risks have been allocated such that Brasfield and Gorrie agrees, to the fullest extent permitted by law, to limit the liability of Garver and his or her sub-consultants to Brasfield and Gorrie and to all construction contractors and sub-contractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims for expenses from any cause or causes, so that the total aggregate liability of Garver and his or her sub-consultants to all those named shall not exceed Garver's total fee for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, and breach of contractor warranty.

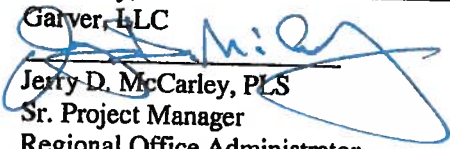
Schedule

We understand the anticipated construction period will be approximately 9 months. We will begin work within 3 working days of receipt of a written notice to proceed.

Please indicate your acceptance of this proposed contract and authorization to proceed by signing in the space provided below. Please return one signed original of this contract to us for our records. We appreciate the opportunity to provide our services to you.

Sincerely,

Garver, LLC


Jerry D. McCarley, PLS
Sr. Project Manager
Regional Office Administrator

Enclosures:

1. Garver, LLC Hourly Rate Schedule (Appendix B)

*Inspections

Accepted by: Brasfield and Gorrie, Inc
By:

Signature: 

Title: 

Date: 

Exhibit "A"

SAMPLE LETTER OF RECOMMENDATION BY AE

September 18, 2000

Mr. James T. Cunningham, PE
City Engineer
Engineering Division
City of Huntsville
P.O. Box 308
Huntsville, AL 35804

RE: Letter of Acceptance; Beautiful Place Subdivision

Dear Mr. Cunningham:

This letter is to certify that the streets, sidewalks, curbs and gutters, storm drainage structures and appurtenances, sanitary sewer structures and appurtenances, and all other constructed infrastructure is located within their dedicated rights-of-ways and/or platted easements. All traffic signs, street markers, and subdivision monuments have been correctly placed. Permanent erosion control measures are complete and functional and continued maintenance of sedimentation control is not necessary. All sediment control devices have been removed from the site with the exception of individual lots for which building permits have been issued and building construction has commenced.

I have reviewed as-built drawings, and sanitary sewer grades are within the minimum and maximum grades allowed by the City's sanitary sewer manual. I further certify that I have caused prudent on site inspections, geotechnical testing, and other quality control measures at a frequency and of a number as required by the various sections of the City of Huntsville Construction specifications to assure that among other things, dimensions have been met, correct materials have been used, and required densities of materials have been achieved. To the best of my knowledge (based upon my review of these investigations, tests, and inspections) all of the above improvements have been constructed in accordance with the approved plans, City of Huntsville specifications, and conform to the current Subdivision Regulations of the City of Huntsville. *N/A*

[If there are any exceptions to the above certification, they should be specifically listed here and justification provided as to why you recommend the exceptions be accepted. The City Engineer may, or may not, accept deviations.]

It is understood that there is a _____ (12 month minimum) maintenance and guarantee bond that covers all of the public improvements and that said guarantee begins at the date

This is likely address to the board of the Huntsville Improvement Authority

of acceptance as shown below. The developer understands that he is responsible for any discrepancies found in the subdivision improvements which are a result of defective design, workmanship, or materials for the maintenance and guarantee period.

All sidewalks (*could be landscaping or other bonded item*) are not complete at this time but are covered by letter of credit. A copy of the letter of credit is attached. The developer understands that he has until the expiration date of this letter of credit to install the sidewalks, and that if they are not completed at the end of that period, that City may invoke the letter of credit to build the sidewalks.

It is requested that the above improvements located within Beautiful Place Subdivision be accepted into the City of Huntsville maintenance program. No liens or other encumbrances have been placed against the improvements proposed for acceptance.

John Somebody, PE
AL License No. 32827

Date

Gene Smith, RLS
AL License No. 43191

Date

Mike Adams, Developer
Adams Properties, Inc.

Date

The above described improvements are hereby recommended for acceptance into the City of Huntsville maintenance program.

James T. Cunningham, PE
City Engineer

Date

Accepted this the _____ day of _____, the year of _____.

Loretta Spencer
Honorable Mayor of Huntsville

Date

Attachment: Sidewalk letter of credit

2. FEE Breakdown (Appendix C)
3. Exhibit ("A")

APPENDIX B

Garver, LLC 2012 Hourly Rate Schedule

Classification	2012 Rates
Engineers	
E-6	
E-5	\$202.00
E-4	\$166.00
E-3	\$132.00
E-2	\$116.00
E-1	\$105.00
Architect / Landscape Architect	\$ 85.00
A-4	
A-3	\$135.00
Planners	\$120.00
P-2	
P-1	\$124.00
Designers	\$104.00
D-2	
D-1	\$ 101.00
Technicians	\$ 78.00
T-2	
T-1	\$ 82.00
Surveyors	\$ 72.00
S-5	
S-4	\$105.00
S-3	\$ 84.00
S-2	\$ 63.00
S-1	\$ 49.00
2-Man Crew (Survey)	\$ 39.00
3-Man Crew (Survey)	\$156.00
2-Man Crew (GPS Survey)	\$186.00
3-Man Crew (GPS Survey)	\$168.00
Construction Observation	\$202.00
C-3	
C-2	\$142.00
C-1	\$ 101.00
Administration	\$ 78.00
X-3	
X-2	\$ 78.00
X-1	\$ 58.00
	\$ 45.00

Note: Rates shown are valid through the end of 2012 and are subject to increase as of January 1, 2013.

APPENDIX C

**CITY OF HUNTSVILLE
REDSTONE GATEWAY PROJECT – PHASE 1
CONSTRUCTION OBSERVATION SUBCONTRACTING SERVICES
FEE BREAKDOWN**

<u>Description</u>	<u>Estimated Manhours</u>	<u>Bill Rate (\$/hr)</u>	<u>Estimated Fee</u>
Project Engineer , 36 weeks x 2 hr per week	72	\$116	\$ 8,352.00
Part-Time Construction Observer, 36 weeks x 24 hrs per week	864	\$105	\$ 90,720.00
TOTAL FEE ESTIMATE	936		\$ 100,000.00

Estimated Construction Period = 9 months (36 weeks)

Contractor's E-Verify Clause and Affidavit

Effective January 1, 2012, this notice shall be included in all contracts awarded for labor, supplies, or services for the City of Huntsville, Alabama.

E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, *Code of Alabama (1975) § 31-13-1 through 31-13-30* (also known as and hereinafter referred to as "the Alabama Immigration Act") is applicable to contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien and shall attest to such by sworn affidavit signed before a notary. Such business entity or employer shall provide a copy of such affidavit to the City of Huntsville as part of its bid or proposal for the contract along with documentation establishing that the business entity or employer is enrolled in the E-Verify program. The required affidavit form is included at the end of this notice. The original affidavit for your business entity must be returned to the City of Huntsville, the affidavit for the subcontractors should be kept on file in your office, and be made available to the city if requested.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are required of every subcontractor in accordance with §31-13-9(c) and shall maintain records that are available upon request by the City, state authorities or law enforcement to verify compliance with the requirements of the Alabama Immigration Act. Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2) or in the case of a subcontractor, in accordance with §31-13- 9 (f) (1) & (2).

FORM FOR SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT; CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b)

AFFIDAVIT FOR BUSINESS ENTITY/EMPLOYER /CONTRACTOR

(To be completed as a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees)

State of Alabama

County of Jefferson

Before me, a notary public, personally appeared Bill Steed (print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as Vice President (state position) for Brasfield & Gorrie, LLC (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program. (ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM)

Bill Steed Signature of Affiant

Sworn to and subscribed before me this 16th day of May, 2012

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Brenda M. Hill Signature and Seal of Notary Public



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THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING A DESIGNATED AGENT

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS), **Brasfield & Gorrie, LLC** (Employer), and **Form I-9 Compliance, LLC** (Designated Agent) regarding the Employer's and Designated Agent's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), the Employer, and the Designated Agent. References to the Employer include the Designated Agent when acting on behalf of the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer (through the Designated Agent) with available information that will allow the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide the Employer and Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. SSA agrees to provide the Designated Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.



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3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the Initial Inquiry.
5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification Instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer (through the Designated Agent) access to selected data from DHS's database to enable the Employer (through the Designated Agent) to conduct, to the extent authorized by this MOU:
 - Automated verification checks on alien employees by electronic means, and
 - Photo verification checks (when available) on employees.
2. DHS agrees to provide to the Employer and Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. DHS agrees to provide the Designated Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer (through the Designated Agent), the E-Verify User Manual containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.
4. DHS agrees to provide to the Employer (through the Designated Agent) a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer (through the Designated Agent) anti-discrimination



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notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Designated Agent a user identification number and password that will be used exclusively by the Designated Agent, on behalf of the Employer, to verify information provided by alien employees with DHS's databases.
6. DHS agrees to safeguard the information provided to DHS by the Employer (through the Designated Agent), and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.
7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government workdays of the initial inquiry.
8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS (through the Designated Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Designated Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:



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- If an employee presents a "List B" Identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.
 - If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.
5. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 4 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.
 6. The Employer agrees to initiate E-Verify verification procedures (through the Designated Agent), for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the



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period of unavailability. In all cases, the Employer (through the Designated Agent), must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification, through the Designated Agent, by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer (through the Designated Agent) performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

7. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify (through its Designated Agent) for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.
8. The Employer (through its Designated Agent) agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.
9. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work, or otherwise mistreating an employee) until and unless



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secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

10. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
11. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
12. The Employer agrees that it will use the information it receives from SSA or DHS (through the Designated Agent) pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
13. The Employer acknowledges that the information which it receives through the Designated Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
14. The Employer agrees to cooperate with DHS and SSA in their compliance



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monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. The Employer understands that if It is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
 - a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
 - c. Institutions of higher education, State, local and tribal governments and



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sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II, part D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local, tribal governments, and sureties.

- d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.
- e. Form I-9 procedures for Federal contractors: The Employer (through its Designated Agent), may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.4, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.4, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.4, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.4, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.4, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.



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2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of Information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

E. RESPONSIBILITIES OF THE DESIGNATED AGENT

1. The Designated Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Designated Agent representatives who will be accessing information under E-Verify.
2. The Designated Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures.
3. The Designated Agent agrees that any Designated Agent Representative who will perform employment verification queries will complete the E-Verify Tutorial before that Individual initiates any queries.
 - A. The Designated Agent agrees that all Designated Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.
 - B. Failure to complete a refresher tutorial will prevent the Designated Agent and Employer from continued use of the program.
4. The Designated Agent agrees to obtain the necessary equipment to utilize E-Verify.
5. The Designated Agent agrees to provide the Employer with the notices described in Article II.B.4 above.
6. The Designated Agent agrees to initiate E-Verify procedures on behalf of the Employer in accordance with the E-Verify Manual and E-Verify Web-Based Tutorial. The Designated Agent will query the automated system using information provided by the Employer and will immediately communicate the response back to the Employer. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Designated Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. In all cases, the Designated Agent will use the SSA verification procedures first, and will use DHS verification procedures only as directed by the SSA verification response.
7. The Designated Agent agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer (through the Designated Agent), will transmit the Social Security Number to SSA for verification again. If this review indicates a need to do so, The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer (through the Designated Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the



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photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.
5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer (or the Designated Agent) will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:
 - Scanning and uploading the document, or
 - Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).
7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer or the Designated Agent for verification services performed under this MOU. DHS is not responsible for providing the equipment needed to make inquiries. A personal computer with Internet access is needed to access the E-Verify System.

ARTICLE V



Company ID Number: 11815
Client Company ID Number: 334214

PARTIES

- A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
- B. Notwithstanding Article V, part A of this MOU, DHS may terminate access to E-Verify if it is deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Designated Agent or the Employer, or a failure on the part of either to comply with established procedures or legal requirements. The Employer understands that if the Employer is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the Employer's performance of its contractual responsibilities.
- C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Designated Agent, the Employer, or their agents, officers, or employees.
- E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Designated Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Designated Agent or the Employer.



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- F. Participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer and the Designated Agent.

Brasfield & Gorrie, LLC (Employer) hereby designates and appoints **Form I-9 Compliance, LLC** (Designated Agent), including its officers and employees, as the Designated Agent for the purpose of carrying out **Brasfield & Gorrie, LLC** (Employer) responsibilities under the MOU between the Employer, the Designated Agent, and DHS.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Designated Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 11815
Client Company ID Number: 334214

Approved by:

Employer Brasfield & Gorrie, LLC

Beverly T. Krennrich
Name (Please Type or Print)

[Signature]
Signature

Director of Human Resources
Title
and Associate General Counsel

6/9/2010
Date

Designated Agent Form I-9 Compliance, LLC

Jane Mata
Name (Please Type or Print)

Title

Electronically Signed
Signature

06/08/2010
Date

Department of Homeland Security - Verification Division

Name (Please Type or Print)

Title

Signature

Date



Company ID Number: 11815
Client Company ID Number: 334214

**Information Required
For the E-Verify Designated Agent Program**

Information relating to your Company:

Company Name: Brasfield & Gorrie, LLC

Company Facility Address: 3021 7th Avenue South

Birmingham, AL 35233

County or Parish: JEFFERSON

Employer Identification

Number: 721400223

North American Industry

Classification Systems

Code: 236

Parent Company: _____

Number of Employees: 2,500 to 4,999